

**IN THE UNITED STATES BANKRUPTCY COURT  
MIDDLE DISTRICT OF NORTH CAROLINA  
DURHAM DIVISION**

**IN THE MATTER OF:**

**MATTHEW WILLIAM DAVIES  
SARAH VIRGINIA DAVIES  
SSN: xxx-xx-6226  
SSN: xxx-xx-0902**

**CASE NO. 09-80093**

**CHAPTER 7**

**DEBTORS**

**MOTION TO MODIFY LOAN**

NOW COMES, BAC HOME LOANS SERVICING, LP, (BAC), servicing agent for Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8, through counsel, and respectfully shows unto the Court the following.

1. That on or about January 22, 2009, the Debtor filed a Voluntary Petition under Chapter 7 of the United States Bankruptcy Code.
2. That the Debtor is attempting to modify his mortgage loan with BAC, which is secured by their residence located at 1412 Oak Forest Drive, Hillsborough, North Carolina.
3. BAC requests that the Court enter an order approving said modification prior to execution. A copy of the proposed Loan Modification Agreement is attached hereto, marked as Exhibit "A", and incorporated herein by reference.

This the 7th day of December, 2010.

THE LAW FIRM OF HUTCHENS, SENTER & BRITTON, P.A.

BY: s/Sarah D. Miranda  
Sarah D. Miranda  
Attorney for Movant  
4317 Ramsey Street  
Post Office Box 2505  
Fayetteville, NC 28302  
(910) 864-2668  
State Bar No. 29354

THIS IS A COMMUNICATION FROM A DEBT COLLECTOR. THE PURPOSE OF THIS COMMUNICATION IS TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

## CERTIFICATE OF SERVICE

The undersigned hereby certifies that on this date this paper was served upon the following parties by depositing a copy enclosed in a postpaid, properly addressed wrapper in a post office or official depository under the exclusive care and custody of the United States Postal Service or via the appropriate electronic servicer:

Attorney for Debtors:  
Matthew William Davies  
1412 Oak Forest Drive  
Hillsborough, NC 27278

Sarah Virginia Davies  
1412 Oak Forest Drive  
Hillsborough, NC 27278

John A. Northen  
Chapter 7 Trustee  
PO Box 2208  
1414 Raleigh Rd. Ste 435  
Chapel Hill, NC 27515-2208

Michael D. West  
Bankruptcy Administrator  
P.O. Box 1828  
Greensboro, NC 27402

This the 7th day of December, 2010.

THE LAW FIRM OF HUTCHENS, SENTER & BRITTON, P.A.

BY: s/Sarah D. Miranda  
Sarah D. Miranda  
Attorney for Movant  
4317 Ramsey Street  
Post Office Box 2505  
Fayetteville, NC 28302  
(910) 864-2668  
State Bar No. 29354



BAC Home Loans Servicing, LP  
 Attn Home Retention Division: CA6-919-01-43  
 400 National Way  
 Simi Valley, CA 93065

October 8, 2010

MATTHEW W DAVIES  
 SARAH V DAVIES  
 1412 Oak Forest Dr  
 Hillsborough NC 27278 - 9175

Loan# [REDACTED]  
 Property 1412 OAK FOREST DR  
 Address: HILLSBOROUGH, NC 27278

## IMPORTANT MESSAGE ABOUT YOUR LOAN

Dear SARAH V DAVIES, MATTHEW W DAVIES

BAC Home Loans Servicing, LP is committed to helping our valued customers who may be having difficulty in making their mortgage payments. Enclosed is a proposed agreement to modify your loan. <sup>1</sup> This modification agreement will not be binding or effective unless and until it has been signed by both you and BAC Home Loans Servicing, LP. Further, in order for the loan modification to become effective, you must complete the actions in the "To Accept the Proposed Modification" section of this letter by no later than November 7, 2010.

## SUMMARY OF PROPOSED MODIFICATION

Current Interest Rate	6.625%
New Interest Rate	2.000%
Unpaid Principal Balance <sup>2</sup>	\$124,297.70
New Maturity Date <sup>3</sup>	1/1/2036
Effective Date	12/1/2010
Interest Rate Term	302

### A breakdown of your new monthly payment is as follows:

P&I Payment: <sup>4</sup>	\$524.16
Escrow / Option ins:	\$115.87
New Monthly Payment:	\$640.02

### TO ACCEPT THE PROPOSED MODIFICATION, COMPLETE THE FOLLOWING BY November 7, 2010:

<sup>1</sup> Carefully review all documentation enclosed. <sup>5</sup> On the following pages, we have outlined important legal terms and notices of this change. It is very important that you read and understand these terms.

<sup>2</sup> Sign and date the enclosed Loan Modification Agreement in the presence of a notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears on the enclosed agreement.

### Special Requirements if the loan Modification Agreement is being executed in California:

If executing the Loan Modification Agreement in the state of California, you must also sign and execute the California Notary Acknowledgement in the presence of a Notary. It will be utilized by the notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

- <sup>1</sup> The enclosed terms are based upon information you provided to us and may be subject to validation.
- <sup>2</sup> Your "Unpaid Principal Balance" is calculated by adding the Delinquent Balance to your current Unpaid Principal Balance of \$121,598.16.
- <sup>3</sup> Your new maturity date may have changed from your current maturity date as a result of the modification terms. This agreement will bring the loan current; however, you are still required to pay back the entire unpaid principal balance by the maturity date for your loan.
- <sup>4</sup> This payment is subject to change if your escrow payment changes. Escrow includes amounts to pay taxes and insurance on your home.
- <sup>5</sup> BAC Home Loans Servicing, LP is required by law to inform you that this communication is from a debt collector.



**3 Remit the Total Amount Due of \$0.00 in CERTIFIED CHECK OR MONEY ORDER.**

Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$633.18
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Property Inspection:	\$0.00
Late Charges Due:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payments(s):	\$0.00
Partial Funds :	\$633.18
Additional Contribution Agreed To:	\$0.00
<b>Total Amount Due with Executed Agreement:</b>	<b>\$0.00</b>

**4 Using the pre-addressed, pre-paid FedEx envelope and the address label provided, return all properly signed and notarized documents and first payment on later than November 7, 2010.**

**DID YOU REMEMBER**

- ☐ Loan Modification Agreement  
(See Item #2 above)
- ☐ California Notary Acknowledgement  
(If applicable. See Above)
- ☐ Certified Check or Money Order for the Total Amount Due

NOTE: Failure to return all documents correctly signed, dated and notarized and the first payment as requested will result in processing delays.

**IMPORTANT TERMS OF PROPOSED MODIFICATION**

Upon the modification agreement becoming binding and effective, the mortgage will be modified to reflect the following terms. Please read this section carefully to understand the impact of this modification on your current mortgage.

**Delinquent Balance**

The Following shows your current delinquent balance as of November 7, 2010. This reflects the total amount needed to bring our loan current. The proposed modification will cure the below delinquency and bring your loan current; however, it may also increase your monthly payment.

Delinquent Interest accrued from August 1, 2010 to November 1, 2010:	\$2,685.28
Fees and Costs*:	\$0.00
Delinquent Escrow	\$14.26
Total Amount to be added to your Principal Balance :	\$2,699.54

**Fees and Costs are Estimated\***

Fees may include but are not limited to property inspection fees, property preservation fees, legal fees, appraisal fees, BPO fees, title report fees, recording fees and/or subordination fees. We have made every attempt to estimate the amount of fees and costs that may have been incurred and not yet paid by Bank of America Home Loans, LP in the servicing of your loan. Fees and costs incurred but not yet billed and not included above will remain your responsibility following the modification.

You will not pay any modification fee in connection with this agreement.



### Notice of Interest Rate Changes

Your current interest rate is 6.625%

Under the terms of the modification, your loan becomes a STEP RATE LOAN. Your new reduced rate of 2.000% will be effective as of the December 1, 2010 payment.

#### A breakdown of the scheduled interest rate changes is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-5	2.000%	11/1/2010	Principal and Interest	\$524.15	12/1/2010	60
6	3.000%	11/1/2015	Principal and Interest	\$575.02	12/1/2015	12
7	4.000%	11/1/2016	Principal and Interest	\$626.28	12/1/2016	230
			Principal and Interest			

#### Other Conditions that May Apply

Upon request, you may be asked to provide a copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last two (2) quarters of your Profit and Loss Statements (P&L Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.

In some cases, a lender's title insurance policy or endorsement may be required. The policy insures the Modified Mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the Modified Mortgage.

If any issues arise between the date of this letter and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may not sign the modification agreement and we may pursue all collection action, including foreclosure.

This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than November 7, 2010 we will continue our collections actions without giving you additional notices or response periods.

#### IF YOU HAVE QUESTIONS

If you have any questions about this program, please contact us at 800.669.6607. Our dedicated Loan Consultants can be reached from 8:00 AM until 9:00 PM CT Monday through Friday, and 8:00 AM until 3:00 PM CT on Saturday. You can also learn more about our Homeownership Retention Program by visiting us online at [www.bankofamerica.com/cwmain](http://www.bankofamerica.com/cwmain).

We are committed to providing you the help you need to remain in your home. Please take advantage of this offer by completing the enclosed forms, or call us to see how we can help you. We look forward to receiving all required documents and your first payment prior to the document return deadline of November 7, 2010.

Sincerely,

Home Retention Division  
BAC Home Loans Servicing, LP



BAC Home Loans Servicing, LP  
Attn Home Retention Division: CA6-919-01-43  
400 National Way  
Simi Valley, CA 93065

October 8, 2010

SARAH V & MATTHEW W DAVIES  
1412 Oak Forest Dr  
Hillsborough NC 27278 - 9175

Loan# [REDACTED]  
Property Address: 1412 OAK FOREST DR  
HILLSBOROUGH, NC 27278

## IMPORTANT MESSAGE ABOUT YOUR LOAN

We are pleased to advise you that your loan modification has been approved. In order for the modification to be valid, the enclosed documents need to be signed, notarized, and returned with the requested certified funds.

The following amounts will be added to your current principal balance, resulting in a modified principal balance of \$124,297.70 prior to your first payment date. The amount added to your loan is:

Interest:	\$2,685.28
Fees:	\$0.00
Escrow:	\$14.26
Total:	\$2,699.54

Your new modified monthly payment will be \$640.02, effective with your December 1, 2010 payment. This payment is subject to change if your escrow account is reanalyzed or if you have a step rate or adjustable rate loan type.

A breakdown of your payment is as follows:

Principal and Interest	\$524.15
Escrow / Option ins:	\$115.87
Total Payment	\$640.02

## WHAT YOU SHOULD DO

The following amount must be paid in CERTIFIED FUNDS in order for the modification to become effective:

Modification Fee:	\$0.00
Title and Recording Fees:	\$0.00
Delinquent Escrow:	\$633.18
Foreclosure Fees:	\$0.00
Bankruptcy Fees:	\$0.00
Field Inspection Fees:	\$0.00
Outstanding Late Charges:	\$0.00
NSF/Misc. Fees:	\$0.00
Delinquent Mortgage Payment(s):	\$0.00
Modified Mortgage Payment(s):	\$0.00
Partial Payment:	(\$633.18)
Total Amount Due:	\$0.00

This offer is contingent on the following:

- Copy of your most recent supporting income receipts (pay stubs). If you are self-employed, please include the last 2 quarters of your Profit and Loss Statements (PL Statements). If you have recently secured new employment, please include a letter from your employer verifying net and gross income. Please do not send originals.
- A lender's title insurance policy or endorsement, which insures the Modified Mortgage as a valid lien in accordance with our requirements. If you have any other encumbrances on the property, then you may be required to obtain agreements by which other secured creditors subordinate their interest to the Modified Mortgage.

This offer is contingent upon BAC Home Loans Servicing, LP receiving relief from the Automatic Stay for any bankruptcy in which the property referred to in the Loan Modification Agreement is included at the time of the modification.

If any issues arise between the date of this commitment and the date on which all of the terms and conditions of this letter are finalized, including, but not limited to, deterioration in the condition of the property, lawsuits, liens, additional expenses and defaulted amount, then we may terminate this offer and pursue all collection action, including foreclosure.



This letter does not stop, waive or postpone the collection actions, or credit reporting actions we have taken or contemplate taking against you and the property. In the event that you do not or cannot fulfill ALL of the terms and conditions of this letter no later than November 7, 2010, we will continue our collections actions without giving you additional notices or response periods.

The following documents have been enclosed:

**Modification Agreement**

Must be signed in the presence of a Notary. The notary acknowledgment must be in recordable form. All parties who own an interest in the property must sign the modification agreement as their name appears.

**California All Purpose Acknowledgment**

This document will only be used if the loan modification agreement is being executed in the state of California. It will be utilized by a notary of the state of California in place of the notary section contained in the Loan Modification Agreement.

The following documents may have been included if applicable to your loan:

**PayOption Loan Disclosure**

All parties who own an interest in the property must sign the PayOption Loan Disclosure as their name appears.

**Bankruptcy Disclosure**

All parties who own an interest in the property must sign the Bankruptcy Disclosure as their name appears.

Please return all of the enclosed documents to us in the enclosed pre-paid FED EX envelope no later than November 7, 2010 together with a certified check or money order (with loan number on the check) in the amount of \$0.00 to the following address:

BAC Home Loans Servicing, LP  
Bank of America  
PO Box 515503  
Los Angeles, CA 90051-6803

THANK YOU FOR YOUR BUSINESS

HOPE Department



RECORDING REQUESTED BY:  
BAC Home Loans Servicing, LP  
Attn Home Retention Division: CA6-919-01-43  
400 National Way  
Simi Valley, CA 93065

Loan #: [REDACTED]

-----SPACE ABOVE THIS LINE FOR RECORDER'S USE-----

## LOAN MODIFICATION AGREEMENT (Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 8th day of October 2010, between SARAH V DAVIES, MATTHEW W DAVIES (the "Borrower(s)") and BAC Home Loans Servicing, LP (Lender), amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the Security Instrument), dated the 19th day of December 2005 and in the amount of \$121,600.00 and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as in the "Property", located at 1412 OAK FOREST DR, HILLSBOROUGH, NC 27278.

SAME AS IN SAID SECURITY INSTRUMENT

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

- As of the 1st day of December 2010, the amount payable under the Note or Security Instrument (the "Unpaid Principal Balance") is U.S. \$124,297.70, consisting of the amount(s) loaned to the Borrower by Lender, which may include, but are not limited to, any past due principal payments, interest, fees and/or costs capitalized to date. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.
- The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance from the 1st day of November 2010 of the modified term at the yearly rate of (See Below Schedule). The Borrower promises to make monthly payments of (See Below Schedule) beginning on the 1st day of December 2010. If on the 1st day of January 2036 (the "Maturity Date"), the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The payment schedule for this modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Type of Payment	Monthly Payment	Payment Begins on	Number of Monthly Payments
1-5	2.000%	11/1/2010	Principal and Interest	\$524.15	12/1/2010	60
6	3.000%	11/1/2015	Principal and Interest	\$575.02	12/1/2015	12
7	4.000%	11/1/2016	Principal and Interest	\$626.28	12/1/2016	230

- If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

- Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

- The Borrower will make such payments at PO Box 515503, Los Angeles, CA 90051-6803 or at such other place as the Lender may require.



6. Nothing in this agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all terms and provisions thereof, as amended by this Agreement.
7. In consideration of this Modification, Borrower agrees that if any document related to the Security Instrument, Note and/or Modification is lost, misplaced, misstated, inaccurately reflects the true and correct terms and conditions of the loan as modified, or is otherwise missing, Borrower(s) will comply with Lender's request to execute, acknowledge, initial and deliver to Lender any documentation Lender deems necessary. If the original promissory note is replaced the Lender hereby indemnifies the Borrower(s) against any loss associated with a demand on the original note. All documents Lender requests of Borrower(s) shall be referred to as Documents. Borrower agrees to deliver the Documents within ten (10) days after receipt by Borrower(s) of a written request for such replacement.

As evidenced by their signatures below, the Borrower and the Lender agree to the foregoing.

Sarah V. Davies  
SARAH V DAVIES

Matthew W. Davies  
MATTHEW W DAVIES

10/28/10

Date

10-28-10

Date

STATE OF North Carolina  
County OF Orange

On October 28, 2010 Before me, Kathy C. Cates Notary Public, personally appeared

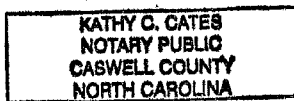
Sarah V. Davies and Matthew W. Davies

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Kathy C. Cates



Do Not Write Below This Line.

\*\*\*\*\*  
THIS SECTION IS FOR INTERNAL BANK OF AMERICA HOME LOANS SERVICING, LP USE ONLY

By: \_\_\_\_\_

Dated: \_\_\_\_\_

STATE OF \_\_\_\_\_

County OF \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_ Notary Public, personally appears

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures (s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
Signature \_\_\_\_\_